



**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**  
DEMA Procurement Office, Building #M5330  
5636 East McDowell Road  
Phoenix, Arizona 85008-3495.

**INVITATION FOR BID NUMBER: M9-0005**

**BID DUE DATE: 2:00 P.M. (AZ TIME), April 9, 2009**

In accordance with Arizona Revised Statute §41-2533, competitive sealed Bids for the material or service specified will be received by the Department of Emergency and Military Affairs (hereinafter referred to as Department) Procurement Office (State), location identified above, until the date and time cited. Offers received will be opened and read publicly.

Bids must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late bids will not be considered. Offerors submitting late bids will be so notified.

Bids must be submitted in a sealed envelope with the Invitation for Bid Number and the Offeror's name and address clearly indicated on the envelope. All bids must be completed in ink or be typewritten. Additional instructions for preparing bids are provided herein. Offerors are encouraged to carefully read the entire Solicitation.

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice to the Department of Emergency & Military Affairs Procurement Office.

**MATERIAL OR SERVICE:** Clean and Dispose of Waste from Oil Water Separators at Facilities Statewide

**PRE-BID CONFERENCE/SITE VISIT:** A pre-bid/site visit conference will be held at 9:00 A.M. (AZ TIME), March 17, 2009 at Regional Training Site (RTI) 5320 E. McDowell Road (Classroom #1), Phoenix, AZ. 85008. All potential Offerors are highly encouraged to attend.

**FOR QUESTIONS ON THE SCOPE OF WORK:** Lon House, **TELEPHONE:** (602)267-2991.

**CONTRACT TYPE:** FIRM, FIXED PRICE


**CONTRACT TERM:** One (1) year with the option to extend for four (4), one (1) year extension periods

**BUYER:** Betty Austin, CPPB **TELEPHONE:** (602)267-2699

**BID ISSUE DATE:** March 7, 2009

**Copies via Internet:** A copy of the solicitation documents may be downloaded from

<http://www.azdema.gov/jp/pc/solicitations.html>

  
\_\_\_\_\_  
CORY SLAMA  
As Procurement Officer and Not Personally

NOTE: Map/Location of the DEMA Procurement Office (State) is on the back of this page.

## DEMA PROCUREMENT OFFICE

Building #M5330  
5636 E. McDowell Road  
Phoenix, Arizona

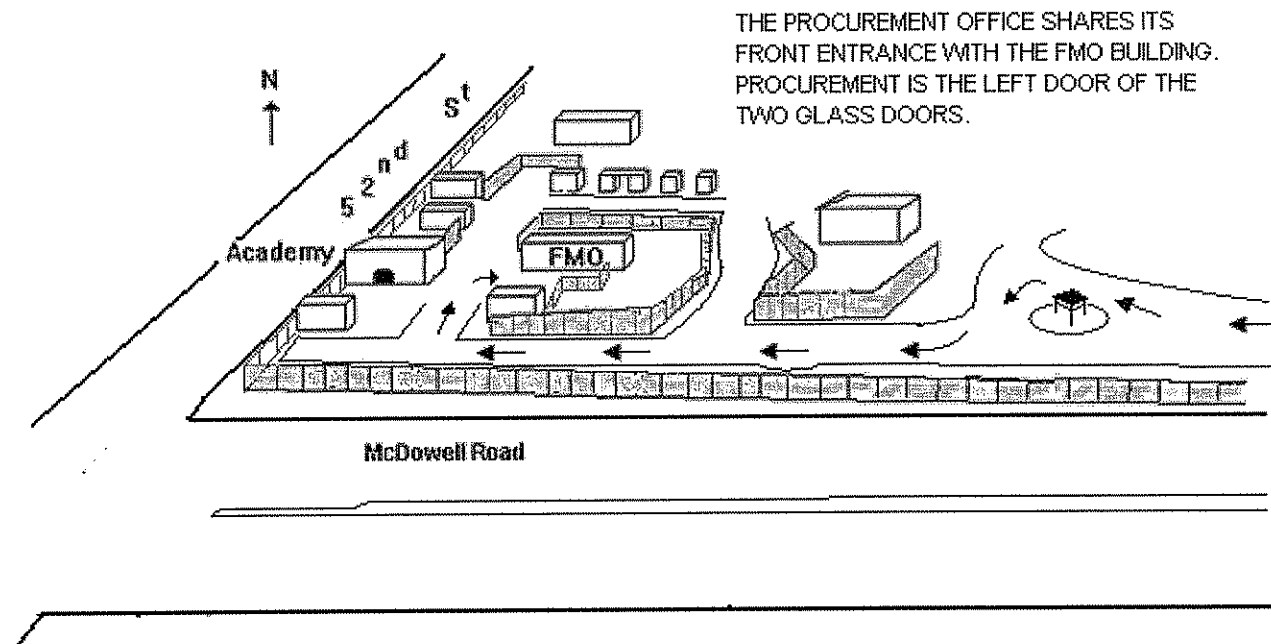
### Hours of Operation

Monday - Friday

7:00 AM - 3:30 PM

### Location

Access to the DEMA Procurement Office is available off Bushmaster. Bushmaster is approximately  $\frac{1}{2}$  mile east of 52<sup>nd</sup> Street. (Enter base off McDowell Rd., Turn north on Bushmaster and follow the road on the base parallel to McDowell Road.)



**FOR QUESTIONS CALL 602-267-2699**

## TABLE OF CONTENTS

The **documents and forms listed below in boldface type and underlined** must be completed and returned by the Offeror. Other documents may be required. Offerors should carefully review all sections of the Invitation for Bid.

	<b><u>PAGE</u></b>
IFB COVER PAGE	1
TABLE OF CONTENTS.....	2
	<b><u>SECTION</u></b>
UNIFORM INSTRUCTIONS TO OFFERORS.....	I
UNIFORM TERMS AND CONDITIONS.....	II
DEMA SPECIAL TERMS AND CONDITIONS .....	III
DEMA SPECIAL INSTRUCTIONS.....	III
<b><u>OFFER DOCUMENT</u></b>	<b><u>ATTACHMENT A</u></b>
<b><u>BID PROPOSAL FORM</u></b>	<b><u>ATTACHMENT B</u></b>
<b><u>CERTIFICATE OF CORPORATE AUTHORITY</u></b>	<b><u>ATTACHMENT C</u></b>
<b><u>NON-COLLUSION AFFIDAVIT</u></b>	<b><u>ATTACHMENT D</u></b>
<b><u>SUSPENSION/DEBARMENT AFFIDAVIT</u></b>	<b><u>ATTACHMENT E</u></b>
<b><u>SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED</u></b>	
<b><u>BUSINESSES CERTIFICATION</u></b>	<b><u>ATTACHMENT F</u></b>
SCOPE OF WORK.....	EXHIBIT 1

**SECTION I**  
**UNIFORM INSTRUCTIONS TO OFFERORS v 7.1**

The State of Arizona's approved Uniform Instructions (**Version 7.1, Dated 05/01/03**) to Offerors/Bidders are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

A hardcopy of the State of Arizona's approved Uniform Instructions to Offerors/Bidders is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

**SECTION II**  
**UNIFORM TERMS AND CONDITIONS – Az SPO Form 202, Revision 7**

The State of Arizona's approved Uniform Terms and Conditions (**Version 7.0, Dated 05/01/03**) are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

A hardcopy of the State of Arizona's approved Uniform Terms and Conditions is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

**SECTION III**  
**SPECIAL INSTRUCTIONS TO BIDDERS/OFFERORS**

**1. PREPARATION OF BID**

- A. All bids shall be submitted on the forms provided in this solicitation package. Copies of these forms are acceptable, however, telegraphic bids, mailgrams, or bids sent by facsimile will not be considered.
- B. The authorized person signing the Offer shall initial (in ink) all erasures, interlineations, or other modifications in its bid.
- C. Bid prices shall be shown in both words and figures. In case of a discrepancy, the amount in words shall prevail. In the case of a mathematical error in extending the prices in its bid, the State will consider only the unit price. No bidder will be permitted to alter, amend, or withdraw its bid after the specified bid due date and time.
- D. Unless otherwise noted, all time periods listed as number of days shall be considered calendar days.
- E. It is the responsibility of each bidder to examine the complete Solicitation package and seek clarification for any items or requirements that may appear to be incorrect, unclear or ambiguous. All responses shall be thoroughly checked by the respective bidding vendor for accuracy and completeness before submission to the State. Negligence in preparing a bid confers no legal right of withdrawal after the due date and time.

**2. BID PROPOSAL FORM**

For reasons of clarity, all pricing shall be priced for the same unit characteristics (size, volume, quantity, weight, color, etc.) as the bid specifications request unless specifically called for otherwise in the specifications.

Bid pricing must be provided on the price sheet(s) provided in this solicitation. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

**3. DUE DATE/COPIES**

**All bids must be marked with the bid number on the outside of the response envelope and be delivered to: Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495.**

**Invitation for Bids require only one (1) original document and no copies.**

**4. REFERENCES**

Upon request, the bidder shall furnish no less than three (3) firm/company names, contact names, and telephone numbers of customers for whom he has provided the same type service specified in this solicitation. All references provided must be for work performed within the last three (3) calendar years.

**SECTION IV**  
**DEMA SPECIAL TERMS AND CONDITIONS**

1. **EVALUATION**

A Contract shall be awarded to the lowest, responsible, responsive Offeror whose Bid conforms in all material aspects of the requirements and criteria set forth in this Solicitation.

2. **CALENDAR DAYS**

The Offeror shall state, on the Bid Proposal Form, the least number of calendar days (counting Sundays and holidays) after date of receipt of Notice to Proceed in which they will complete performance. The Offeror shall make any allowance for possible difficulties which may be encountered.

3. **SIMILAR WORK**

Each Bidder shall furnish, upon request, a statement of whether they are now, or have ever been, engaged in work similar to that covered by the Solicitation. Such statement shall include the year in which such work was performed, the manner of its execution, and give such other information as will tend to show the Bidder's ability to prosecute the required work.

4. **CONTRACT APPLICABILITY**

The Contractor shall comply with all requirements found within the text of the Contract and this Solicitation. All previous agreements, Contracts, or other documents, which have been executed between the Contractor and the Department are not applicable to this Solicitation nor any resultant Contract.

5. **VALUE IN PROCUREMENT**

Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its original term even though additional contract extensions may still be available.

6. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in their bid/proposal.

7. **ELECTRONIC AND INFORMATION TECHNOLOGY**

Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

8. **FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS**

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

9. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.** The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1 of this subsection #9 in this solicitation.

10. **MANUFACTURES NAMES**  
Any manufacturer's names, trade names, brand names, or catalogue numbers used in the specifications (if applicable) are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design, or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your Quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.

11. **MATERIAL AND WORKMANSHIP**  
Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by the Contract are to be new and of the most suitable grade of their respective kinds for the purpose intended, and all workmanship shall be first class. Where equipment, materials or articles are referred to in the specifications as 'equal to' any particular standard, the Purchasing Officer's Representative (POR) shall decide the question of equality. The Contractor shall furnish to the POR for his approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the POR, the Contractor shall furnish to the POR for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection. The POR may in writing require the Contractor to remove from the work site such employees as the POR deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the work site is deemed by the POR to be contrary to the public interest.

12. **RECOVERY OF DAMAGES BY CONTRACTOR FOR DELAY**  
Damages related to expenses incurred by the Contractor for a delay for which the Department is responsible, which is unreasonable under the circumstances, and which was not within the contemplation of the parties to the Contract, may

be negotiated between the Contractor and the Department, pursuant to Arizona Revised Statutes ' 41-2617.

13. **SAFETY STANDARDS**

All items supplied on the Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission.

14. **MODIFICATION PROPOSALS PRICE BREAKDOWN**

The Contractor, in connection with any proposal requested for a Contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with a price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

15. **ESTIMATED SQUARE FOOTAGE**

The square footage(s) shown are estimates only, and the Department reserves the right to increase or decrease amounts as circumstances may require.

16. **CONTRACT EXTENSION**

The State reserves the right to unilaterally extend the Contract for thirty-one (31) days past the expiration date. Any resultant Contract may be extended one (1) year with the option to extend for Four (4) more one (1) year periods for supplemental periods up to a maximum contract term of five (5) years.

17. **NOTICE TO PROCEED**

The Department shall issue a Notice to Proceed or executed Purchase Order for the material or service covered by the Contract. The term of any resultant Contract shall commence on the date of Notice to Proceed or Purchase Order and continue for the period of time indicated in the Contract, unless terminated, canceled or extended as otherwise provided.

18. **CONTRACT TERM**

The term of any resultant Contract shall commence on the date of award and continue for a period of One (1) year with the option to extend for Four (4) more one (1) year periods thereafter, unless terminated, canceled or extended as otherwise provided herein.

19. **PRICE ADJUSTMENT**

The State may review a fully documented request for a price increase only after the Contract has been in effect for 1 year. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the date of the Contract amendment.

20. **PRICE ADJUSTMENT**

A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

21. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.



This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

22. **INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole

Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS**

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION**

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. M5330, Phoenix, AZ 85008**, and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE**

The awarded Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. #M5330, Phoenix, Az. 85008**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

**F. SUBCONTRACTORS**

Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL**

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**H. EXCEPTIONS**

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## ATTACHMENT A -- OFFER & ACCEPTANCE DOCUMENT

### STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS INVITATION FOR BID NUMBER: M9-0005

Submit the ORIGINAL of this attachment to the Department Procurement Office

TO: Procurement Manager, Department Procurement Office (State)

The Undersigned hereby offers and agrees to furnish the construction in compliance with all terms, conditions, drawings, specifications and addenda. By signing this attachment the undersigned also understands and will comply with the Instructions to Offerors. Furthermore, in accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and/or Sudan.

Arizona Transaction (Sales) Privilege Tax License No.:	Point of contact for questions concerning this offer:
Federal Employer Identification No.:	Name:
Commercial Contractor's License No:	Telephone No.:
Company Information:	Fax No.:
Company Name:	Email Address:
Street Address	Authorized signature:
Street Address	Printed Name:
City                      State                      Zip	Title
Company Email Address:	Signature

### ACCEPTANCE OF OFFER AND CONTRACT AWARD

When signed below, your Bid is hereby accepted. The Contractor is now bound to perform based upon the solicitation and the Contractor's bid as accepted by the State. This Contract shall be referenced by Contract No. **M9-0005**

**You are cautioned not to commence any billable work or provide materials/services under this Contract until having received an executed Purchase Order or Notice to Proceed letter.**

<p>AZ. DEPT. OF EMERG. &amp; MILIARY AFFAIRS</p> <p>Awarded the _____ day of _____, 200____</p> <p>_____ Corry Slama, C.P.M., CPPB As Procurement Manager &amp; Not Personally</p>
--

**ATTACHMENT B**  
**BID PROPOSAL FORM**  
M9-0005

Sealed Bids will be received until **2:00 P.M. (AZ TIME), April 9, 2009**, in the Department Procurement Office (State), Building #M5330, 5636 East McDowell Road, Phoenix, Arizona 85008-3495. Bids will be opened in Building #M5330.

Having carefully examined the premises and conditions affecting this work, the Offeror proposes to provide all labor, supplies, material, applicable taxes, transportation, and services required to complete **Clean and Dispose of Waste from Oil Water Separators at Facilities Statewide**, in strict conformity with all provisions of the Solicitation for the following:

LOCATION	FACILITY / BUILDING NO.	O/W SEP. CAPACITY* (gallons)	SAND TRAP CAPACITY* (gallons)	COST (per cleaning and disposal)
1. 1614 W. Roosevelt St, Phoenix	FMS#7 (M9342); vehicle wash racks (2) (NOTE 1)	600	2 @ 500; 1 @ 550	\$
2. 1500 Heritage Park Road, Prescott	Armory (Y5384); vehicle wash rack	1,500		\$
3. 4001 1st. Ave, Safford	FMSS#4A (G4404); vehicle wash rack	1,250	250	\$
4. 3600 E. Deuce of Clubs, Show Low	1. Armory (N4202); vehicle wash rack	1,000		\$
5.	2. FMS (N4200); shop floor drains	1,000		\$
6. 5500 E. Valencia Rd, Tucson	1. FMS#8 (P4225); vehicle wash rack	1,000	350	\$
7.	2. FMS#8 (P4223); shop floor drains	1,000		\$
8. Silver Bell Army Heliport, Marana	1. FMS#3 (L4160); vehicle wash rack	550		\$
9.	2. FMS#3 (L4150); shop floor drains	unknown		\$
10.	3. AASF#2 Hangar (L4600); aircraft wash rack	1,500		\$
11.	4. WAATS Hangar (L4605); aircraft wash rack	600	220	\$
12.	5. WAATS Hangar (L4300); aircraft wash rack	500		\$
13.	6. WAATS Dining Facility (L4535); Grease Trap	1400		\$
14. 615 N. Central St, Mesa	Armory (M4303); vehicle wash rack	1,000		\$
15. Papago Park MR (north), Phoenix	1. FMS#1 (M5370); vehicle wash rack	750	1 @ 250; 1 @ u/k	\$
16. 5636 E. McDowell Rd., Phoenix	2. AASF#1 (M5201); aircraft wash rack (West)	1,500	250	\$

17.	3. AASF#1 (M5201); aircraft wash rack (Southwest)	3,000		\$
18.	4. HQ Bldg (M5101); Espys Café; Grease Trap (West)	350		\$
19. Papago Park MR (south), Phoenix	1. FMS#4 (M5713); vehicle wash rack	500		\$
20. 5636 E. McDowell Rd., Phoenix	2. FMS#4 (M5714); shop floor drains	1,000	250	\$
21.	3. CSMS (M5901); wash racks & floor drains (NOTE 2)	1,000		\$
22. 1001 Hale Drive, Bellemont	FMS#6 (K2175); shop floor drains	550		\$
Camp Navajo, 23. Bellemont	Weekend Training Site (K2051); vehicle wash rack	1,500		\$
24. 1401 8th St, Douglas	Armory (C3184); vehicle wash rack	1,500		\$
25. Florence Military Reservation, Florence	Unit Training Equipment Site (L5160); vehicle wash rack (NOTE 1)	2,000		\$
26. 6202 W. Myrtle Ave, Glendale	1. Armory (M2246); vehicle wash rack	500		\$
27.	2. Armory (M2248); vehicle wash rack	500		\$
28. 6550 E. 24 St., Yuma	Armory (U4100); vehicle wash rack	1,500		\$

**\*ALL CAPACITIES LISTED ARE APPROXIMATE**

FMS = Field Maintenance Shop

AASF = Army Aviation Support Facility

WAATS = Western ARNG Aviation

Training Site

CSMS = Combined Support Maintenance Shop

NOTE 1 = waste oil is collected in external drums, not to be emptied by contractor

NOTE 2 = waste oil collected in adjacent tank, to be emptied by contractor

**PAYMENT TERMS:**

Net \_\_\_\_\_ Days or Prices quoted herein can be discounted by \_\_\_\_\_% if payment is made within \_\_\_\_\_ days of invoice receipt.

The Offeror agrees to complete all of the work under the contract within **one year** of the date of purchase order or notice to proceed.

The Offeror is familiar with all the provisions of this Solicitation, local conditions and has carefully checked the figures comprising his bid.

The Department of Emergency and Military Affairs is not be responsible for any errors or omissions on the part of the Offeror.

This bid may not be withdrawn for a period of ninety (90) days after the bid opening date.

**ATTACHMENT C**  
**CERTIFICATE OF CORPORATE AUTHORITY**

Offerors must provide the following information:

A Corporation existing under the laws of the State of \_\_\_\_\_; or

A Partnership consisting of \_\_\_\_\_; or

An Individual trading as \_\_\_\_\_.

If your firm is a corporation, completion of the following certification is mandatory. **(NOTE: THE CERTIFICATE MUST BE COMPLETED BY AN OFFICER OF THE CORPORATION AND WHO DID NOT SIGN THE OFFER PAGE).**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the Corporation named as Offeror herein; that \_\_\_\_\_ signed this  
Bid on behalf of the Corporation, was then the \_\_\_\_\_ of said  
Corporation; that said Bid was duly signed for and in behalf of said Corporation by authority of its  
governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
CORPORATE OFFICER  
(Signature)

STATE OF ARIZONA )  
 )  
COUNTY OF \_\_\_\_\_ )

Of \_\_\_\_\_, the Person, Corporation, or Company  
(Firm Name)

"That such Bid is genuine and is not sham or collusive, or made in the interest or behalf of any person not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Bid, or any other Person, Firm or Corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror."

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
(Date) (Notary Public)

STATE OF ARIZONA )  
 )  
COUNTY OF \_\_\_\_\_ )

of \_\_\_\_\_, the Person, Corporation, or Company who make the accompanying  
(Firm Name)

“That the Firm, Business or person submitting an offer is not debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, State or local government.

(Firm Name)

By: \_\_\_\_\_  
(Signature)

(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
(Date) (Notary Public)



## ATTACHMENT F

### SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESS CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

#### CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

<ul style="list-style-type: none"><li><input type="radio"/> 1.0 Small Business (SB)</li><li><input type="radio"/> 2.0 Small Business- African American (SBAA)</li><li><input type="radio"/> 3.0 Small Business- Asian (SBA)</li><li><input type="radio"/> 4.0 Small Business- Hispanic (SBH)</li><li><input type="radio"/> 5.0 Small Business- Native American (SBNA)</li><li><input type="radio"/> 6.0 Small Business- Other (SBO)</li><li><input type="radio"/> 7.0 Small, Woman Owned Bus. (SWOB)</li><li><input type="radio"/> 8.0 Small, Woman Owned Bus.- African American (SWOBAA)</li><li><input type="radio"/> 9.0 Small, Woman Owned Bus.- Asian (SWOBA)</li><li><input type="radio"/> 10.0 Small, Woman Owned Bus. Hispanic (SWOBH)</li><li><input type="radio"/> 11.0 Small, Woman Owned Bus. Native American (SWOBNA)</li><li><input type="radio"/> 12.0 Small, Woman Owned Bus. Other (SWOBO)</li></ul>	<ul style="list-style-type: none"><li><input type="radio"/> 13.0 Woman Owned Business (WOB)</li><li><input type="radio"/> 14.0 Woman Owned Bus. African American (WOBAA)</li><li><input type="radio"/> 15.0 Woman Owned Bus. Asian (WOBA)</li><li><input type="radio"/> 16.0 Woman Owned Bus. Hispanic (WOBH)</li><li><input type="radio"/> 17.0 Woman Owned Bus. Native American (WOBNA)</li><li><input type="radio"/> 18.0 Woman Owned Bus. Other (WOBO)</li><li><input type="radio"/> 19.0 Minority Owned Bus. African American (MAA)</li><li><input type="radio"/> 20.0 Minority Owned Bus. Asian (MA)</li><li><input type="radio"/> 21.0 Minority Owned Bus. Hispanic (MHA)</li><li><input type="radio"/> 22.0 Minority Owned Bus. Native American (NA)</li><li><input type="radio"/> 23.0 Minority Owned Bus. Other (MO)</li></ul>
<input type="checkbox"/> 24.00 (NONE) None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm.	

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

I hereby certify that \_\_\_\_\_ (Firm/Company Name) ☐ is or ☐ is not (check one) a small business with less than 100 employees and/or less than \$4 million in annual sales.

Signature \_\_\_\_\_

Date \_\_\_\_\_

I hereby certify that \_\_\_\_\_ (Firm/Company Name) ☐ is or ☐ is not (check one) a ☐ Minority and/or ☐ Women (check one or both) Owned Business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT 1 SCOPE OF WORK

### **CLEAN AND DISPOSE OF WASTE FROM OIL-WATER SEPARATORS AT FIFTEEN FACILITIES STATEWIDE**

**THE OPERATIONS AND MAINTENANCE MANUALS FOR EACH INDIVIDUAL OIL WATER SEPARATOR REFERENCED IN THIS SOLICITATION CAN BE DOWNLOADED @ <http://www.azdema.gov/jp/pc/solicitations.html>**

**BEFORE SUBMITTING A FIRM, FIXED PRICE BID, ALL FIRMS INTERESTED IN SUBMITTING A BID FOR THIS SOLICITATION SHALL ENSURE THEY HAVE MADE THEMSELVES THOROUGHLY AWARE OF AND COMPLETELY FAMILIAR WITH THE OPERATIONS AND MAINTENANCE MANUALS FOR THIS EQUIPMENT.**

#### **1. General Description of Project.**

**1.1.** Contractor shall provide all labor, materials, and equipment to clean, remove, and properly dispose of waste from oil-water separators and associated sand traps at twenty eight Arizona Army National Guard (AZ ARNG) facilities statewide. The contractor shall profile all waste before disposal.

**1.2.** Oil-water separators, sand traps and grease traps included in this project are listed in Table A, and shall be cleaned following standard practices for in-ground oil-water separators. Specific instructions for cleaning particular separators are included in Table B, and Attachments 1 through 7 that may be downloaded at <http://www.azdema.gov/jp/pc/solicitations.html>.

**1.3.** The term of the service period shall be one (1) year with the option to extend the term of service for four (4), one (1) year periods.

#### **2. Specific Project Requirements.**

**2.1.** Contractor shall remove all material from all components of each oil-water separator, sand trap (OWS/ST) and grease trap and, where accessible, shall pressure wash interior walls to remove gross visual contamination. Care will be taken to minimize the volume of water used to pressure wash. Exceptions to this procedure are given in Table A and/or the scope of work for this solicitation.

**2.2.** Contractor shall remove and transport all wastes generated from each AZARNG facility, and shall consolidate such wastes at the contractor's facility. Liquid waste shall be treated by the contractor and discharged to the sanitary sewer system as permitted

## EXHIBIT 1 SCOPE OF WORK

by the local authority responsible for the sanitary sewer system. Solid waste shall be consolidated and transported to a facility that is properly permitted to accept such waste.

**2.3.** Contractor shall record the estimated or actual quantities of each type of material (sludge, water, and oil) removed from each OWS/ST, and shall provide total quantities of such material to the ADEMA Environmental Office project manager listed in section 4 below within 30 days of completion of work at each facility.

**2.4.** Contractor shall provide a written log that includes the date on which cleaning was performed, a brief description of the work performed, and the quantities of materials removed. This log shall be produced using the contractor's letterhead stationery, and shall be signed and dated by the personnel performing the work. One copy shall be provided to the facility upon completion of work, and another copy to the project manager listed in section 4.2 (below). This information shall be delivered within 30 days of the contractor completing the work.

**2.5.** Contractor is responsible for obtaining all applicable permits to discharge liquid wastes to the sanitary sewer at the contractor's facility. All collection, management, transportation, and disposal of materials removed from each OWS/ST shall occur in compliance with all federal, state, and local rules, regulations, and requirements. The contractor is responsible for determining the profile of any waste before disposal.

### **3. Schedule of Services.**

**3.1.** All OWS/STs shall be cleaned once within 45 days of the start of the contract period.

**3.2.** Particular OWS/STs shall be cleaned by the Contractor within two weeks when instructed or requested by the ADEMA Facilities Management Office (FMO) at any time during the term of this project.

### **4. Project Coordination.**

**4.1.** All work for this project shall be coordinated with the ADEMA project manager:

Mr Lon E. House  
Arizona Department of Emergency & Military Affairs  
Army National Guard Facilities Management Office  
5636 East McDowell Road  
Phoenix, Arizona 85008-3495

## EXHIBIT 1 SCOPE OF WORK

Phone: (602) 267-2991  
Fax: (602) 629-4334  
E-mail: [lon.house@azdema.gov](mailto:lon.house@azdema.gov)

- 4.2.** Records of the estimated or actual quantities of each type of material removed from each OWS/ST, as required in section 2.3, above, and the log of work performed, as required in section 2.4, shall be submitted to:

Mr Lon E. House  
Arizona Department of Emergency & Military Affairs  
Army National Guard Facilities Management Office  
5636 East McDowell Road  
Phoenix, Arizona 85008-3495

Phone: (602) 267-2991  
Fax: (602) 629-4334  
E-mail: [lon.house@azdema.gov](mailto:lon.house@azdema.gov)

# EXHIBIT 1

## SCOPE OF WORK

### SPECIAL INSTRUCTIONS FOR CLEANING PARTICULAR SEPARATORS

1. The contractor shall strictly follow all procedures for cleaning and start-up of separators as described in attached operations and maintenance manuals for separators at the following facilities:

- 1614 West Roosevelt, Phoenix (Attachment 1).
- Florence Unit Equipment Training Site (UTES) facility, Florence Military Reservation (Attachments 2, 3).
- Field Maintenance Shop #6 (Bldg K2175), Bellemont (Attachment 4).
- Combined Support Maintenance Shop (Bldg M5901), Papago Park Military Reservation, Phoenix (Attachment 5).
- Field Maintenance Shop #1 (Bldg M5370), Papago Park Military Reservation, Phoenix (Attachment 6).
- Field Maintenance Shop #3, Silver Bell Heliport [washrack separator] (Attachment 7).

2. Cleaning and waste removal for the OWS/ST systems at (1) the Florence Unit Equipment Training Site (UTES) facility, and at (2) the 1614 West Roosevelt, Phoenix, facility, will be accomplished as follows:

- Clean and remove sediment from sediment trap.
- Waste oil is collected in external drums at these devices. Contractor shall not remove this oil as part of this project.

# EXHIBIT 1 SCOPE OF WORK

**TABLE A.**

LOCATION	FACILITY / BUILDING NO.	O/W SEP. CAPACITY (gallons)	SAND TRAP CAPACITY (gallons)
1614 W. Roosevelt St, Phoenix	FMS#7 (M9342); vehicle wash racks (2) (NOTE 1)	600	2 @ 500; 1 @ 550
1500 Heritage Park Road, Prescott	Armory (Y5384); vehicle wash rack	1,500	
4001 1st. Ave, Safford	FMSS#4A (G4404); vehicle wash rack	1,250	250
3600 E. Deuce of Clubs, Show Low	1. Armory (N4202); vehicle wash rack	1,000	
	2. FMS (N4200); shop floor drains	1,000	
5500 E. Valencia Rd, Tucson	1. FMS#8 (P4225); vehicle wash rack	1,000	350
	2. FMS#8 (P4223); shop floor drains	1,000	
Silver Bell Army Heliport, Marana	1. FMS#3 (L4160); vehicle wash rack	550	
	2. FMS#3 (L4150); shop floor drains	unknown	
	3. AASF#2 Hangar (L4600); aircraft wash rack	1,500	
	4. WAATS Hangar (L4605); aircraft wash rack	600	220
	5. WAATS Hangar (L4300); aircraft wash rack	500	
	6. WAATS Dining Facility (L4535); Grease Trap	1400	
615 N. Central St, Mesa	Armory (M4303); vehicle wash rack	1,000	
Papago Park MR (north), Phoenix	1. FMS#1 (M5370); vehicle wash rack	750	1 @ 250; 1 @ u/k
5636 E. McDowell Rd., Phoenix	2. AASF#1 (M5201); aircraft wash rack (West)	1,500	250
	3. AASF#1 (M5201); aircraft wash rack (Southwest)	3,000	
	4. HQ Bldg (M5101); Espys Café; Grease Trap (West)	350	
Papago Park MR (south), Phoenix	1. FMS#4 (M5713); vehicle wash rack	500	
5636 E. McDowell Rd., Phoenix	2. FMS#4 (M5714); shop floor drains	1,000	250
	3. CSMS (M5901); wash racks & floor drains (NOTE 2)	1,000	

## EXHIBIT 1 SCOPE OF WORK

1001 Hale Drive, Bellemont	FMS#6 (K2175); shop floor drains	550	
Camp Navajo, Bellemont	Weekend Training Site (K2051); vehicle wash rack	1,500	
1401 8th St, Douglas	Armory (C3184); vehicle wash rack	1,500	
Florence Military Reservation, Florence	Unit Training Equipment Site (L5160); vehicle wash rack (NOTE 1)	2,000	
6202 W. Myrtle Ave, Glendale	1. Armory (M2246); vehicle wash rack	500	
	2. Armory (M2248); vehicle wash rack	500	
6550 E. 24 St., Yuma	Armory (U4100); vehicle wash rack	1,500	

FMS = Field Maintenance Shop

AASF = Army Aviation Support Facility

WAATS = Western ARNG Aviation Training Site

CSMS = Combined Support Maintenance Shop

NOTE 1 = waste oil is collected in external drums, not to be emptied by  
contractor

NOTE 2 = waste oil collected in adjacent tank, to be emptied by contractor